BILL NO. S-80-07-34

SPECIAL ORDINANCE NO. S-87-80

AN ORDINANCE approving an agreement with Ronald L. Bonar & Associates, Inc. for an environmental study.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain agreement dated July 1, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Ronald L. Bonar & Associates, Inc., for:

> environmental services necessary for the widening and reconstruction of State Boulevard, from Reed Road East 7,860 feet to a point 250 feet East of Tonawanda Drive. Said study preliminary to reconstruction of State Boulevard to facilitate the traffic flow due to development of Village of Buckingham and the proposed new HWI Building.

at a total cost of $14,500.00 from L R & S Funds, all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JULY 18, 1980.

John E. Hoffman
JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Talarico, seconded by Shaw, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for ~~recommendation~~) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 7-22-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS				✓	
SCHMIDT, D.				✓	
SCHMIDT, V.				✓	
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-12-80

Charles W. Westerman by me
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ No. S-87-80 on the 12th day of August, 1980.

ATTEST: Charles W. Westerman by me
CHARLES W. WESTERMAN - CITY CLERK

(SEAL) James S Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of August, 1980, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman by me
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 18th day of August 1980, at the hour of 9:30 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-07-34

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE approving an agreement with Ronald L. Bonar & Associates, Inc. for an environmental study

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

PAUL M. BURNS, VICE CHAIRMAN — Paul M. Burns

JOHN NUCKOLS

MARK GiaQUINTA — Mark E. GiaQuinta

ROY SCHOMBURG — Roy Schomburg

8-12-80
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

July 7, 1980

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works is entering into an Agreement with Ronald L. Bonar & Associates, Inc., for an Environmental Studies Report on the improvement of State Blvd. from Reed Road east 7,860 feet to a point 250 feet east of Tonawanda Drive, in the amount of $14,500.00 to be paid out of LR & S Funds.

Said study is to allow for the implementation of a plan to facilitate the traffic flow and coordinate it with the development of the Village of Buckingham and the proposed new HWI Building in the northeast section of the city. The city is hopeful of receiving Federal Funds for the construction of this project.

In order to speed up the process of implementing this project, the Board of Works respectfully requests a "Prior Approval" so that the above project may become a reality.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

ep

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

CHARLES W. WESTERMAN, CLERK

Public Works

BONAR & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
616 SOUTH HARRISON STREET • FORT WAYNE, INDIANA 46802
219-424-0318

July 1, 1980

City of Fort Wayne
Board of Public Works
Mr. Mark Akers
City-County Building
Fort Wayne, IN 46802

SUBJECT: State Boulevard Reconstruction

Dear Mark:

In accordance with our discussion, we have prepared a proposed engineering agreement for the environmental services necessary for the widening and reconstruction of State Boulevard. We have also prepared a separate agreement for the design phase to include the plans, specifications and estimates. Both agreements are attached.

The agreements, as written, contemplate that the environmental services would be funded entirely from local funds. This would mean work could begin immediately, as soon as the agreement is executed.

The proposed agreement for the design phase contemplates using Federal Highway Funds - 75%. Before work can begin or the agreement executed for this phase of work, it is necessary the agreement be submitted by the City, reviewed and processed by the Indiana State Highway Commission and Federal Highway Administration.

This procedure of having two separate agreements and using local funds for the environmental phase will save approximately 6 months in advancing the project to the construction stage.

I would be happy to review these in detail with you at your convenience.

Sincerely,

Ronald L. Bonar, P.E.
President

RLB:rs
Encs.
cc: Mr. Carl O'Neal

ENGINEERING AGREEMENT

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

AND

RONALD L. BONAR & ASSOCIATES, INC.
616 South Harrison Street
Fort Wayne, Indiana 46802

ENVIRONMENTAL SERVICES FOR

WIDENING AND RECONSTRUCTION OF STATE BOULEVARD

F-568 from Reed Road east 7,860 feet to a point
250 feet east of Tonawanda Drive

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1980, by and between the City of Fort Wayne, Indiana, acting by and through its Board of Public Works, City-County Building, Fort Wayne, Indiana, hereinafter referred to as "CITY", and Ronald L. Bonar & Associates, Inc., an Indiana Corporation providing engineering, land surveying and planning services, hereinafter referred to as "ENGINEER".

The term "Engineer: in this Agreement shall mean the official name and qualified officers of Ronald L. Bonar & Associates, Inc.

Name of Consulting Engineer:	Ronald L. Bonar & Associates, Inc.
Officer:	Ronald L. Bonar, President
Office Address:	616 South Harrison Street Fort Wayne, Indiana 46802

WITNESSETH:

WHEREAS, the CITY desires to contract for the professional services required in the preparation of the appropriate Environmental Studies and reports for said Project, and

WHEREAS, the ENGINEER has expressed a willingness to provide the services required in the development of the Environmental Studies, and

WHEREAS, the parties hereto agree that said ENGINEER shall provide the services and documents hereinbefore and hereinafter described in relation to the following described project:

Description of Project

STATE BOULEVARD F-568

Widening and reconstruction of State Boulevard (F-568) in the City of Fort Wayne, from Reed Road (F-696) east 7,860 feet to a point 250 feet east of Tonawanda Drive.

The above street is hereinafter referred to as the "Project".

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. SERVICES BY THE ENGINEER

1.1 Environmental Studies

The ENGINEER shall provide the following:

1.1.1 Development of the Environmental Impact Study in compliance with procedures and requirements of the FHWA and the ISHC's approved Action Plan, which shall include a systematic interdisciplinary approach.

1.1.2 Contact all Federal, State and Local Agencies that may have an interest in the proposed Project to obtain any impacts they may identify within their specific expertise.

1.1.3 Contact any private organizations that may be interested in the proposed project to obtain the local attitude toward the impacts within the affected area.

1.1.4 Represent the CITY at all public meetings, specifically including the public hearings as required by the FHWA.

1.1.5 Provide the survey to obtain any detailed relocation information on each alternate, should such be required.

1.1.6 Develop noise data for each alternate, including an evaluation of the future effects. (The ISHC will provide the ambient noise measurements for each alternate.)

1.1.7 Develop air polution data and provide an analysis of the air impact. (Based on existing Ambient Air Quality Data available from the State and Local Air Pollution Control Agencies.)

1.1.8 Compile all the required information documenting the scope of the Project and the anticipated environmental effects in order that the ISHC and FHWA can make a determination as to whether the effect will be considered Major, Significant or Non-Significant.

1.1.9 If the determination resulting from Section 1.1.8 considers the Action to be Major, Non-Significant, An Environmental Assessment will be processed in accordance with the appropriate FHWA guidelines, and the ISHC Action Plan. This also includes the work necessary to obtain a Finding of No Significant Impact.

1.1.10 Furnish the appropriate number of copies of reports needed for distribution of all reports to be developed.

1.1.11 Submit on behalf of the CITY all required materials to the appropriate agencies.

1.1.12 Should there be more detailed data required than that available from the State and Local Air Pollution Control Agencies as referred to in Article 1.1.7, the services to provide such additional information shall be considered a major change in the scope of work; and such a change shall be covered under Additional Services, as set forth herein.

1.1.13 If such conditions prevail that would require the FHWA to consider the Environmental Assessment a Major Action and require a full Environmental Impact Statement, and/or a F-4 statement, the services to provide such additional work shall be considered as a major change in the scope of work and shall be covered as Additional Services, as set forth herein.

ARTICLE 2. SCHEDULE

The ENGINEER, under this Agreement, shall begin work immediately upon receipt of Notice To Proceed from the CITY, and shall deliver the work to the CITY according to the following schedule.

2.1 If subarticle 1.1.9 applies, the Preliminary Major, Non-

Significant Environmental Assessment and the Final Major, Non-Significant Environmental Assessment will be furnished as follows:

A. The Preliminary Major Non-Significant Environmental Assessment will be submitted within One Hundred Twenty (120) Calendar Days after Notice To Proceed.

B. The Draft Major Non-Significant Environmental Assessment will be submitted within Ninety (90) Calendar Days after receipt of comments on the Preliminary Major Non-Significant Environmental Assessment.

C. The Final Major Non-Significant Environmental Assessment will be submitted within Forty-Five (45) Calendar Days after receipt of all comments on the Draft Major Non-Significant Environmental Assessment.

ARTICLE 3. OBLIGATIONS OF CITY TO ENGINEER

The CITY will:

3.1 Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project, including previous reports, construction drawings and any other data relative to design and construction of the Project.

3.2 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this Agreement.

3.3 Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.4 Provide all legal services as may be required for the development of the Project.

3.5 Appoint one individual to act as their contact person and clearinghouse in working with the ENGINEER on the Project, and this person shall have full authority on behalf of the CITY to make decisions and give direction to the ENGINEER.

3.6 Keep a record of all major decisions relating to the Project, provide transportation network models through NIRCC or other sources, provide present street counts for the corridor and related streets, be responsible for the cost, if any, of the ISHC for the preparation of the air and noise analysis, provide information on existing physical features including right-of-way widths, major utilities, etc., provide basic design features including number of lanes, type of intersection treatment, overpass grade level, etc. and give prompt review and comment on the submittals of the ENGINEER.

ARTICLE 4. ADDITIONAL SERVICES

The scope of the services described herein is for the Environmental Studies necessary for the development of the Project, and appropriate approvals by the ISHC and FHWA. If, during the development of this Study, it is determined by the FHWA that the project represents a Major Action having significant effect, and that a full EIS and/or 4-F statement is required, and/or if more detailed data than that available from the State and Local Air Pollution Control Agencies is required, it shall be considered a major change in scope and classified as additional services. A Supplemental Agreement shall be entered into between ENGINEER and CITY which shall set forth and specify the scope of services and the additional amount of compensation.

ARTICLE 5. ENGINEER'S PAYMENTS

The ENGINEER shall receive as payment for the work performed under this Agreement a lump sum fee of Fourteen Thousand Five Hundred Dollars ($14,500.00) which shall be paid as follows:

A. Completion of Preliminary Major, Non-Significant Environmental Assessment and submission to the CITY $5,000.00

B. Completion of Draft Major, Non-Significant Environmental Assessment and submission to the CITY $5,000.00

C. Completion of the Final Major, Non-Significant Environmental Assessment and submission to the CITY $3,000.00

D. Approval of Environmental Assessment by the FHWA. $1,500.00

ARTICLE 6. GENERAL

It is recognized and agreed by the parties hereto that the work set forth in this Agreement is intended to be the first step towards the development of the full improvements on the Project. A separate agreement covering the engineering services required in the development of contract plans, specifications, and estimates for the Project is being prepared and will be submitted to the Indiana State Highway Commission and Federal Highway Administration for their approvals. Such Agreement contemplates the use of Federal Highway Funds to defray cost of the design services.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER
RONALD L. BONAR & ASSOCIATES, INC.

By Ronald L. Bonar
Ronald L. Bonar, President

ATTEST: Anne J. Fox

CITY
CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ATTEST:
Sandra E. Kennedy

APPROVED AS TO LEGALITY AND FORM:

Attorney for the City of Fort Wayne, Indiana

4477

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT WITH RONALD L. BONAR & ASSOCIATES, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-80-07-34

SYNOPSIS OF ORDINANCE AGREEMENT WITH RONALD L. BONAR & ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES NECESSARY FOR THE WIDENING AND RECONSTRUCTION OF STATE BOULEVARD, FROM REED ROAD EAST 7,860 FEET TO A POINT 250 FEET EAST OF TONAWANDA DRIVE. SAID STUDY PRELIMINARY TO RECONSTRUCTION OF STATE BLVD. TO FACILITATE THE TRAFFIC FLOW DUE TO DEVELOPMENT OF VILLAGE OF BUCKINGHAM AND THE PROPOSED NEW HWI BUILDING.

(PRIOR APPROVAL ACQUIRED, A COPY OF WHICH IS ATTACHED HERETO)

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE ENVIRONMENTAL STUDY TO SUBMIT TO INDIANA STATE HIGHWAY COMMISSION AND FEDERAL HIGHWAY ADMINISTRATION FOR RECONSTRUCTION OF STATE BLVD.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $14,500.00 FROM L R & S FUNDS

ASSIGNED TO COMMITTEE Public Works

EP